

Supreme Court, U. S.
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MICHAEL RUBAK, JR., CLERK

IN THE
Supreme Court of the United States
OCTOBER TERM, 1976

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No. 75-1468
—

M. MORRIN & SON COMPANY, INC., *Petitioner,*
v.
BURGESS CONSTRUCTION COMPANY, ET AL., *Respondents*

—
MOTION BY THE
COLORADO CONTRACTORS ASSOCIATION, INC.
FOR LEAVE TO FILE BRIEF AMICUS CURIAE.
—

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Comes now the Colorado Contractors Association, Inc., and moves for permission to file a brief amicus curiae in this case pursuant to Rule 42(1) and (3). Petitioner has advised Movant that it has no objections to the filing of the brief, but respondent has not given its consent.

Movant is an association comprised of eighty-one contractors who perform highway construction, heavy engineering and utility construction work. Its mem-

bers performed approximately 93% of all highway construction performed in Colorado during Movant's past fiscal year, and its members performed a majority of the heavy engineering and utility construction work performed in Colorado during that same period. Neither petitioner nor respondent is a member of the Colorado Contractors Association.

Movant is a chapter of the Associated General Contractors of America, as is amicus Utah Chapter of the Associated General Contractors of America. However, Movant is otherwise unassociated with amicus Utah Chapter, and its membership consists basically of Colorado contractors, while the Utah Chapter basically represents the Utah construction industry.

Movant believes that the Circuit Court of Appeals for the Tenth Circuit erred as a matter of law in concluding in this case (526 F.2d 108) that the prime construction contractor did not breach its contract with its subcontractor when it failed to turn over portions of the construction work site at the times contemplated by the parties. This issue is one of broad public significance transgressing the bounds of the individual parties' grievances, and can be better addressed by segments of the industry rather than by the individual parties.

With regard to the issues involved, Movant is in basic agreement with the statements and views enunciated by amicus Utah Chapter, and Movant therefore will adopt the Brief Amicus Curiae of the Utah Chapter as the further expression of its position herein.

Wherefore, Movant's request for leave to file an amicus brief should be granted, and its acquiescence

in the Brief Amicus Curiae of the Utah Chapter of the Associated General Contractors of America should be appropriately noted.

Respectfully submitted,

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